



## Granby Recreation & Leisure Services 2008 Ski Sundown

**TO:** Parents of Granby School Students Grades 3 - High School  
**FROM:** Kay Woodford, Director of Granby Parks & Recreation Dept.  
**SUBJECT:** Ski Sundown **2008**

**Now** is the time to register your child for the **Winter 2008 SKI SUNDOWN Programs**. Skiing is more popular than ever with youngsters and this program is a wonderful opportunity for school-age children to regularly participate in this exciting winter sport. We consider this sports activity as much a learning experience as a positive, safe and fun recreational experience for your child. Please review the enclosed information carefully and if you have any questions or concerns, don't hesitate to call me. **Registrations are accepted on a first come, "bus space only" basis. We do NOT accept registrations via phone or e-mail.**

This year there are two (2) options:

- 1) **January/February After School Program** - Again this year the cost is broken down into 3-hour and 3½-hour programs: MS/HS will ski from 3:15 – 6:45 and intermediate school students will ski from 4:00 - 7:00. Buses will arrive back in Granby around 7:30. The options and costs for each age group are different – please read carefully.
- 2) **February Vacation** – Tuesday through Friday, ski 12:30-3:30. Buses will depart the MS/HS at 11:45 and return approximately 4:15. There is one price for all students.

**Please Note: all intermediate school skiers/boarders are required to take lessons;** however, we recommend that *all skiers*, regardless of age, and especially new skiers/boarders, take lessons. Lessons provide skill development and enforce safe skiing responsibility. Time is provided to learn and develop the movements required to build self-confidence and skill for this lifetime sport. Snowboard lessons are available for all levels. Sundown recommends that 3<sup>rd</sup> and 4<sup>th</sup> graders AND ANY NEW skiers not take snowboarding. If in doubt, call.

### **SAFETY PROGRAM** - presented by Sundown staff

**Wednesday, December 5<sup>th</sup>, 7:30PM at Granby Senior/Youth Center.**

All new skiers and/or new participants to the program are required to attend with a parent.

A required MS Presentation will be scheduled for all others.

If you are unable to attend the above, you must attend one of the following at Sundown:

**11/13 or 11/14 - 7:00PM - Ski Lodge**

**REMINDER:** To insure the safety of our skiers, we now require ALL skiers to wear helmets. Bike helmets are different than a ski helmet; we suggest getting the proper helmet. *See special helmet offer attached.*

**REFUNDS:** Refunds for the **January/February After School Program** for skiing and lessons will be made only if the refund request is made in writing to the Recreation Dept. on or before **December 13**. Refunds for rentals can be made up to 12/27. All refunds are subject to a \$35 administrative fee. **NO REFUNDS OR CREDITS ARE ISSUED FOR ANY REASON AFTER DECEMBER 13** except for the following reasons: 1) transfer by your employer necessitating a change in residence of more than 60 miles or 2) an injury/illness which prohibits your completion of the program. Documented proof is required: Illness/injury must be confirmed by a letter from a licensed physician. Transfer of skiing privileges to another skier is allowed until 12/27. Money transactions must be handled privately but all paperwork must be filed with the Recreation Dept. prior to the beginning of the program. No one will be allowed on the bus without the proper paperwork.

The registration deadline for the **February Vacation** Program is **Thursday, January 10** based on space availability. Requests for refunds for this program must be made by **January 24**. All other rules for refunds above apply.

Skiing is a dynamic, fluid sport of motion in a winter environment that requires constant awareness and judgment by skiers to overcome the inherent risks of the sport. Both Granby Recreation Department and Ski Sundown are committed to ski safety from the beginner to the expert skier. Skiers are required to follow the **RESPONSIBILITY CODE** and other listed rules and regulations designed to make the entire trip pleasurable for all.

Skiing is a winter sport. In New England, this can mean the best of days and the worst of days. It's hard to believe that sometimes skiing may be canceled due to snow; but driving conditions are just as important as the ski conditions and should we cancel, it is for the safety of the participants. Most of the time, conditions in Granby are different than those at Sundown. When we need to make a decision to ski or cancel, we try to make the best informed decision taking into account the weather conditions as well as the opinions of the chaperones, Sundown personnel and the bus company. Refunds are not issued should you decide the weather conditions are not ideal for your skier. However, the ultimate decision is the parents. If we cancel, Sundown allows us one make-up day.

Winter weather also requires special clothing; be sure your student is dressed according to the conditions of the day - they should expect to ski in a variety of weather conditions: rain, snow, slush, ice and even perfect conditions. With proper preparation, warm and weatherproof clothing and a good attitude, skiing can be fun and rewarding. Layers are ideal.

☞ **Parent Chaperones!** We have one chaperone for MS/HS who is a teacher at the MS; there is a Recreation staff person with the Intermediate group. However, every week we need two (2) indoor and outside chaperones for a one to 10 ratio. Outside chaperones can ski free; rental equipment is extra. However, chaperones are there to chaperone – take attendance, distribute & collect badges, supervise the safety of the group, assist with rentals, monitor hills and lifts, control disruptive behavior, handle minor issues or injuries, assist with lessons, etc. If you're interested in chaperoning, please specify on the registration form. Chaperones are required to ride the bus. We select chaperones first who are available to volunteer all five (5) weeks but we always need subs.

☞ **FREE Ski Vouchers** - Sundown gives us complimentary ski passes (8-hour vouchers) based on the number of people we register. After distributing to the adult volunteers first, the rest are given out to the participants based on a random drawing.

#### STILL MORE QUESTIONS?

Don't hesitate to call 844-5356.  
We hope you & your child enjoy  
this program.

#### **Carefully note deadlines and refund policies.**

The Granby Parks & Recreation  
Dept. cannot accept  
responsibility for changes in your  
schedule. Please plan *your*  
*schedule* carefully.

#### **For Program Cancellations**

Call the Rec Office  
NBC 30 & [www.nbc30.com](http://www.nbc30.com)  
WTIC NewsTalk 1080  
[www.wtic.com](http://www.wtic.com); [www.965tic.com](http://www.965tic.com);  
[www.wrch.com](http://www.wrch.com)

WFS (Channel 3) Early Warning network

## Sundown Ski Swap

*Sponsored by the Ski Patrol*  
at

Ski Sundown Lodge, New Hartford

## November 2, 3, and 4

SELL outgrown ski equipment & clothing  
Used equipment must meet DIN standards

BUY from a fantastic selection of new & used ski  
equipment & clothing

#### **Ski Swap Hours:**

Friday, November 2	4:00 to 9:00PM
Saturday, November 3	10:00AM to 9:00PM
Sunday, November 4	10:00AM to 4:00PM

Items for sale may be dropped off  
Friday 4-9PM or Saturday 10AM to 2PM  
***Absolutely no drop-offs on Sunday***

For information call Sundown (860-379-7669)  
Cash or checks only  
[www.skisundownnsp.org](http://www.skisundownnsp.org)

*Save the Dates!*  
*Granby Nites @ Sundown*  
*Mon., 1/7; Sat., 1/26; Fri., 2/1*





## Ski Sundown Program Details

### After School Skiing

## Granby Recreation & Leisure Services

Kay A. Woodford, Director  
15C North Granby Road  
Granby, CT 06035  
1-860-844-5356

**WHAT:** AFTER SCHOOL SKIING

**WHO:** This program is open to students in grades 3 through 12

**WHERE:** Ski Sundown, New Hartford, CT

**WHEN:** [Fridays, January 4, 11, 18, 25, February 1, 2008](#)  
(2/8 – make-up day)

**TIMES:** Intermediate Schools - Leave middle parking lot at 3:25\*  
Leave Sundown by 7:15  
Return approximately 7:35  
Middle/High Schools - Leave MS at 2:45  
Leave Sundown by 7:00  
Return approximately 7:20

### You can :

- 1) mail your registration to:  
P&R Dept., 15C North  
Granby Road, Granby, CT  
06035
- 2) drop-off at the Recreation  
office OR
- 3) leave in the white mailbox  
outside the front door of the  
Senior/Youth Center.

**REGISTRATION DEADLINE DATE:** [12 noon on Thursday, November 1, 2007](#)

\* It is the parent's responsibility to transport their children & equipment from Kelly Lane & Wells Road Schools to the high school parking lot for departure.

<b>FEES:</b>	<b><u>Intermediate School</u></b>	<b><u>Middle/High School</u></b>
Lift only, bus	N/A	\$202
Ski/Board Lessons, lift & bus	\$243	\$265
Ski/Board lessons only (passholders), bus	\$165	\$165
Bus Only	N/A	\$80
Ski/Snowboard Rentals (extra, not included above)	\$116	\$121

Bus seating is limited: registrations are accepted on a first come basis based on bus seat availability. A check for the total amount payable to *TOWN OF GRANBY* must accompany the signed registration form and returned to the Recreation Dept., 15C North Granby Road, Granby, CT 06035 **no later than 12:00 noon on Thursday, November 1, 2007.** The only registrations allowed after that date will be BUS ONLY - again, depending on seat space availability. Those renting equipment also need to complete and return the Rental Form on the reverse side of the Registration Form; skill level, weight and shoe size are important - don't guess! Switching between ski & snowboard rentals/lessons is not allowed. Remember: rentals are extra. Also, everyone must complete and return the School Group Waiver of Claims.

**Please Note:** [Thursday, December 13<sup>th</sup>](#) is the last day that any refunds/credits will be offered to boarders/skiers unable to participate or making changes to existing choice of programs, such as, changing from lifts & lessons to lifts only. Rentals can be canceled up to [December 27](#). Requests for medical refunds on a pro-rated basis must be accompanied by a licensed physician doctor's note (see Sundown's new protection policy). No credits are given to skiers who do not finish the program or miss a day. Skiers may sell their skiing and bus privileges; paperwork must be on file with the Recreation Department prior to [12/27](#). For those missing the registration deadline altogether, contact the Recreation Department for other options.



## Ski Sundown Program Details

### February Vacation Ski

## Granby Recreation & Leisure Services

Kay A. Woodford, Director  
15C North Granby Road  
Granby, CT 06035  
1-860-844-5356

**WHAT:** FEBRUARY VACATION SKI

**WHO:** This program is open to students in grades 3 through 12

**WHERE:** Ski Sundown, New Hartford, CT

**WHEN:** [Tuesday – Friday, February 19 – 22, 2008](#)  
Should we have to cancel a day because of weather conditions, vouchers will be given out for a lesson only; badges will be good for 4 days of lifts and rentals until the end of the season.

**TIMES:** Depart MS/HS at 11:45  
Return approximately 4:15

### You can :

- 4) mail your registration to:  
P&R Dept., 15C North  
Granby Road, Granby, CT  
06035
- 5) drop-off at the Recreation  
office OR
- 6) leave in the white mailbox  
outside the front door of the  
Senior/Youth Center.

### REGISTRATION

**DEADLINE DATE:** [12noon on Thursday, January 10, 2008](#)

### FEES:

	<b>All Ages</b>
Lift only, bus	\$157
Ski/Board Lessons, lift & bus (req'd of ALL 1 <sup>st</sup> time skiers/Boarders)	\$203
Ski/Board lessons only (passholders), bus	\$132
Bus Only	\$62
Ski/Snowboard Rentals (extra, not included above)	\$97

Bus seating is limited: registrations are accepted on a first come basis based on bus seat availability. A check for the total amount payable to *TOWN OF GRANBY* must accompany the signed registration form and returned to the Recreation Dept., 15C North Granby Road, Granby, CT 06035 **no later than 12:00 noon on Thursday, January 10, 2008.** The only registrations allowed after that date will be BUS ONLY - again, depending on seat space availability. Those renting equipment also need to complete and return the Rental Form on the reverse side of the Registration Form; skill level, weight and shoe size are important - don't guess! Switching between ski & snowboard rentals/lessons is not allowed. Remember: rentals are extra. Also, everyone must complete and return the School Group Waiver of Claims.

**Please Note:** [Thursday, January 24, 2008](#) is the last day that any refunds/credits will be offered to boarders/skiers unable to participate or making changes to existing choice of programs, such as, dropping rentals, changing from lifts & lessons to lifts only. Requests for medical refunds on a pro-rated basis must be accompanied by a licensed physician doctor's note (see Sundown's new protection policy). No credits are given to skiers who do not finish the program or miss a day. Skiers may sell their skiing and bus privileges; paperwork must be on file with the Recreation Department prior to [1/24](#). For those missing the registration deadline altogether, contact the Recreation Department for options.

***Please plan your schedule carefully;  
we do not accept responsibility for changes in your personal circumstances.***

**Please notify us at time of registration if your skier requires special attention  
due to a physical or medical issue.**

The ski program is offered as an enriching recreational experience to all youth in Granby. Limited scholarship and other financial information are available through the Recreation Department. Participants who are a disrupting influence will be asked to withdraw from the program; no refunds are issued under these circumstances.

## SKIER TYPE

TYPE I	TYPE II	TYPE III
Skis conservatively	Skis moderately	Skis aggressively
Prefers lower speeds	Prefers a variety of speeds	Normally skis at high speed
Prefers easy, moderate slopes	Skis on varied terrain, including most difficult trails	Prefers steeper & more challenging terrain
Favors lower than average release/retention settings – corresponds to an increased risk of inadvertent binding release in order to gain increased releasability in a fall	All skiers who not meet all the descriptions of either Type I or Type III	Favors higher than average release/retention settings – this corresponds to decreased releasability in a fall to gain a decreased risk of inadvertent release
Apply to “entry level” skier uncertain of their classification.		



## SNOWBOARD TYPE

**GOOFY** – Right Foot Forward

**REGULAR** – Left Foot Forward

**Snowboarders must have a retention strap for their equipment.** A snowboarder without a retention device will not be allowed to use the lifts. Retention straps can be purchased at the Ski Sundown Shop or any sporting goods store.



### SKILL LEVELS

When completing the registration form, please be honest about your child's ski ability; it is better to rate his/her ability at a lower level than a higher level.

**N NEW** First time on skis; has not learned to ride a chairlift & cannot ski in control. Will be given instruction to include intro to equipment, moving, stopping & changing direction.

**L LEARNER** Can ride the lifts, control speed, link turns & stop on easier groomed terrain. Ski primarily in a wedge. Lessons will stress narrowing the wedge & developing skills to gain independence on the mountain.

**I INTERMEDIATE** Ski on more difficult terrain. Parallel ski most of the time. Lessons focus on refining skills needed to develop & improve parallel turns.

**S SKILLED** Ski confidently & parallel mostly on most difficult terrain. Lessons are geared toward developing the skills & tactics needed to ski more challenging terrain in any condition.

### SNOWBOARD LEVELS

**N New** First time on a snowboard; or cannot ride a chairlift or cannot ski in control.

**L Learning** Can make direction changes on both heel & toe edges; can perform the 'falling leaf'; can stop on groomed easy terrain. Can ride chairlift.

**I Intermediate** Can link skidded heel & toe turns on more difficult terrain. Beginning to carve turns; can link skidded 'switch' turns on groomed easy terrain.

**S Skilled** Can link carved turns on most terrain. can link skidded 'switch' turns on moderate terrain; can perform basic freestyle maneuvers.

**Questions?**  
**Call the Recreation Office**  
**844-5356**

**2008 SKI SUNDOWN**  
**GROUP PARTICIPANT REGISTRATION & WAIVER RELEASE**

GROUP NAME Granby Recreation & Leisure Services  
DAY of WEEK Fridays/Latecomer

**1 SKIER INFORMATION (please print)**

SKIER NAME \_\_\_\_\_ DOB \_\_\_\_\_  
HOME PHONE \_\_\_\_\_ DAYTIME PHONE \_\_\_\_\_  
HOME ADDRESS \_\_\_\_\_ ZIP \_\_\_\_\_  
PARENT'S NAME \_\_\_\_\_ CELL \_\_\_\_\_  
EMERGENCY CONTACT \_\_\_\_\_ GRADE \_\_\_\_\_  
PERSON \_\_\_\_\_ PHONE \_\_\_\_\_  
CHILD'S PHYSICIAN \_\_\_\_\_ PHONE \_\_\_\_\_  
CHILD'S DENTIST \_\_\_\_\_ PHONE \_\_\_\_\_  
What the chaperones should know about my child: \_\_\_\_\_  
E-MAIL: \_\_\_\_\_

**2 ALPINE SKILL LEVEL INFO**

(see page 5) – please rate down rather than up

- ☐ New  
☐ Learning  
☐ Intermediate  
☐ Skilled

**3 SNOWBOARD SKILL LEVEL INFO**

(see page 5) – please rate down rather than up

- ☐ New  
☐ Learning  
☐ Intermediate  
☐ Skilled

*Please complete appropriate package:*

**SKI PACKAGE:**

\_\_\_\_\_ MS \_\_\_\_\_ KELLY LANE  
\_\_\_\_\_ HS \_\_\_\_\_ WELLS ROAD  
  
\_\_\_\_\_ Ski OR Snowboard Lift/Lessons/Bus  
\_\_\_\_\_ Lift only/Bus (MS/HS only)  
\_\_\_\_\_ Ski/Snowboard Lessons/Bus (Passholder only)  
\_\_\_\_\_ Ski OR Board Rentals – complete other side  
  
\_\_\_\_\_ Bus Only MS/HS only  
  
\_\_\_\_\_ Vacation Ski

**AM'T ENCLOSED:** \_\_\_\_\_

Please use separate forms if registering for both programs

**PROGRAM CONDITIONS:**

1. I understand that although this is an after school activity, sponsored by the Granby Parks & Recreation Department, it is treated as a school activity where proper behavior is expected at all times. Any necessary discipline will be handled by the Granby Parks & Recreation Department and/or school administration.
2. Ski Patrol will pull badges of anyone not following ski behavior.
3. Participants must be on the bus ready to depart Sundown at 7:00/7:15. Failure to do so may result in a forfeit the next week.
4. Parents must pick-up their child no later than 7:30 or the student will forfeit the next week. Please make appropriate arrangements for prompt pick-up.
5. I give permission for my child to participate in the Ski Sundown program offered by the Granby Recreation & Leisure Services Department and Ski Sundown. I understand that as in any sport there is a certain amount of inherent risk involved in skiing. In signing this release, I recognize these risks and I authorize the leader(s) to secure emergency medical treatment in the event I cannot be reached. I release Granby Recreation & Leisure Services and Ski Sundown from any and all liability for injury to my child and damage to his/her property. I assume full responsibility for any injury and damage. I understand that my own family insurance will cover any claims that result from participation in this program.
6. I have discussed the Group Information attached to this registration form with my child. I understand that anyone not following the rules of Ski Sundown, Granby Recreation & Leisure Services Dept. and Granby Public Schools may be dismissed from the program with no refund.

\_\_\_\_\_  
Signature of Parent/Guardian

\_\_\_\_\_  
Date

**I AM AVAILABLE TO CHAPERONE:** \_\_\_\_\_ Every Week \_\_\_\_\_ Inside only \_\_\_\_\_ Substitute

**For Office Use Only:**

Date Rec'd \_\_\_\_\_

Check # \_\_\_\_\_

Cash \_\_\_\_\_



## School Group Release and Waiver of Claims

### **Section 3**

**Release and Waiver of Claims:** In purchasing this Group Program, I acknowledge and recognize that the sport of skiing, as defined in Conn. Gen. Stat. § 29-211, et seq., involves inherent risks, dangers, and hazards which can cause serious personal injury or death. As such, I hereby freely assume and voluntarily accept all known and unknown risks of serious injury or death while using the ski area. I further acknowledge and recognize that the best way to reduce the risk of serious injury or death is to use common sense and abide by "Your Responsibility Code." As part of the consideration for my purchase of the Group Program and for allowing me to ski at Ski Sundown, Inc. (the "Facility"), I hereby agree to the fullest extent permitted by law, as follows:

1. **TO WAIVE ALL CLAIMS** that I have or may have against the Facility, its owners, affiliates, officers, directors, employees, agents, and shareholders, caused by the inherent risks of the sport of skiing, as defined in Conn. Gen. Stat. § 29-211, et seq.;
2. **TO ASSUME ALL RISKS INHERENT IN SKIING;**
3. **TO RELEASE** the Facility, its owners, affiliates, officers, directors, employees, agents, and shareholders, from all liability for any loss, damage, injury, or expense I (or my next of kin) may suffer, caused by the inherent risks of the sport of skiing. I acknowledge and agree that this agreement does not, in any way, change the rights or obligations of the Facility or me, as set forth in Conn. Gen. Stat. § 29-211, et. seq., other than as set forth in this agreement; AND
4. **I FURTHER AGREE TO INDEMNIFY** and hold harmless the Facility for any loss or damage including any that results from claims or lawsuits for personal injury, death, or property loss and damage arising from my use of the Group Program.

**Arbitration:** I hereby agree to submit any dispute arising from skiing at the Facility to arbitration, for the sole purpose of determining whether the alleged injury arises from a risk inherent in the sport of skiing. For such disputes, there shall be a three-member arbitration panel, consisting of two party-appointed arbitrators (one arbitrator to be appointed by each party) and one neutral arbitrator (collectively, the "Panel"), to be chosen by the party-appointed arbitrators. In the event that the two party-appointed arbitrators are not able to agree on a third, neutral arbitrator, the neutral arbitrator shall be appointed by the United States District Court, for the District of Connecticut. Each party shall pay its own costs, including the costs associated with the party-appointed arbitrators, and the parties shall share equally the costs associated with the neutral arbitrator. The arbitration proceeding shall proceed in Hartford, Connecticut and shall be governed by the Federal Rules of Evidence. The Panel shall establish a reasonable and appropriate discovery schedule to expeditiously resolve this matter. **In the event that the Panel determines the alleged injury arises from a risk inherent in the sport of skiing, the claim shall be deemed barred, as a matter of law, and the Participant shall be barred from recovering any compensation from the Facility.** In the event that the Panel determines the alleged injury did not arise from a risk inherent in the sport of skiing, the Participant shall proceed to the Superior Court of Connecticut, or if appropriate, the United States District Court, for the District of Connecticut, for a trial de novo.

**Acknowledgements:** In further consideration for being permitted to use the facilities, I expressly acknowledge:

1. I have read and understand this agreement and I am aware that by signing this agreement I may be waiving certain legal rights, including the right to sue.
2. I will not participate in the sport of skiing while under the influence of alcohol and drugs.
3. I recognize that I am sharing the Ski Sundown facility with other skiers and that I am responsible for their safety as well as my own.
4. I agree to observe, read and abide by any and all notices that may be posted from time to time by Ski Sundown which may pertain to my responsibility as a skier.
5. I grant permission to Ski Sundown to use my photograph, video tape, motion picture recording or any other record of my use of its facilities for legitimate purposes.

**Signed**\_\_\_\_\_

**Parent/Guardian Signature**\_\_\_\_\_

**Must be signed by participant & parent/guardian of participant if under 18**

# THIS SIDE MUST BE COMPLETED ONLY IF RENTING

## SECTION 4

### RENTAL INFO

Height \_\_\_\_\_ Weight \_\_\_\_\_ Shoe Size \_\_\_\_\_ Age \_\_\_\_\_  
Skier Type\*: I \_\_\_\_\_ II \_\_\_\_\_ III \_\_\_\_\_ Snowboard Type\*: Goofy \_\_\_\_\_ Regular \_\_\_\_\_  
\* See Group Information handout for explanation

### Equipment Rental and Release from Liability, Waiver of Claims, Arbitration Agreement

I accept for use the equipment rented to me by Ski Sundown, Inc. (the "Equipment") and accept full responsibility for its care while it is in my possession. I will be responsible for the replacement, at full retail value, of any Equipment which is not returned, and I will be responsible for the costs of repairing any damage to the Equipment, other than normal wear and tear.

**SKI EQUIPMENT:** I understand that the ski-boot bindings system which I have rented will not release at all times nor under all circumstances, nor is it possible to predict every situation in which it will release. I understand that the ski-boot bindings system is, therefore, no guarantee of my safety. I have accurately represented to Ski Sundown, Inc. my height, weight, age, and skiing ability, recognizing that some or all of these factors may affect the settings of the ski-boot bindings system.

**SNOWBOARD EQUIPMENT:** I understand that the snowboard bindings system, which I have rented, is a non-release system. I understand that the snowboard bindings system is no guarantee of my safety.

I hereby agree to the fullest extent permitted by law, as follows:

- 1) **TO WAIVE ALL CLAIMS** that I have or may have against Ski Sundown, Inc. and all manufacturers and distributors of the Equipment, caused by the use of the Equipment and/or the inherent risks of the sport of skiing, as defined in Conn. Gen. Stat. § 29-211, *et seq.*;
- 2) **TO ASSUME ALL RISKS INHERENT IN SKIING;**
- 3) **TO RELEASE** Ski Sundown, Inc. and all manufacturers and distributors of the Equipment, from all liability for any loss, damage, injury, or expense I (or my next of kin) may suffer, caused by the use of the Equipment and/or the inherent risks of the sport of skiing.
- 4) **I FURTHER AGREE TO INDEMNIFY** and hold harmless Ski Sundown, Inc. and the manufacturers and distributors of the Equipment for any loss or damage including any that results from claims or lawsuits for personal injury, death, or property loss and damage arising from my use of the Equipment.

**Arbitration:** I hereby agree to submit all claims against the manufacturers or distributors of the rental Equipment used by me at Ski Sundown, Inc. to arbitration. I further agree to submit any other dispute with Ski Sundown, Inc., which arises from skiing at Ski Sundown, Inc. to arbitration, for the purpose of determining whether the alleged injury arises from a risk inherent in the sport of skiing. For any dispute submitted to arbitration pursuant to this agreement, there shall be a three-member arbitration panel, consisting of two party-appointed arbitrators (one arbitrator to be appointed by each party) and one neutral arbitrator (collectively, the "Panel"), to be chosen by the party-appointed arbitrators. In the event that the two party-appointed arbitrators are not able to agree on a third, neutral arbitrator, the neutral arbitrator shall be appointed by the United States District Court, for the District of Connecticut. Each party shall pay its own costs, including the costs associated with the party-appointed arbitrators, and the parties shall share equally the costs associated with the neutral arbitrator. The arbitration proceeding shall proceed in Hartford, Connecticut and shall be governed by the Federal Rules of Evidence. The Panel shall establish a reasonable and appropriate discovery schedule to expeditiously resolve this matter. With regard to disputes between me and Ski Sundown, Inc., **in the event that the Panel determines the alleged injury arises from a risk inherent in the sport of skiing, the claim shall be deemed barred, as a matter of law, and the Participant shall be barred from recovering any compensation from Ski Sundown, Inc..** In the event that the Panel determines the alleged injury did not arise from a risk inherent in the sport of skiing, the Participant shall proceed to the Superior Court of Connecticut, or if appropriate, the United States District Court, for the District of Connecticut, for a trial *de novo*.

I understand that I will be asked to sign an Equipment Rental and Release from Liability, Waiver of Claims, Arbitration Agreement each time I rent equipment for the program in which I am enrolling. I have read and understand the terms of this Equipment Rental and Release from Liability, Waiver of Claims, Arbitration Agreement.

Further, if I am signing for my child under 18 years of age, I have brought the matters raised in this application to the attention of my child and explained that he or she will have to sign an Equipment Rental and Release from Liability, Waiver of Claims, Arbitration Agreement each time equipment is rented for the program in which my child is enrolling.

Date \_\_\_\_\_ X \_\_\_\_\_ X \_\_\_\_\_  
Signature of renter Signature of parent/guardian if renter is under age of 18



### **Equipment Rental and Release from Liability, Waiver of Claims, Arbitration Agreement**

I accept for use the equipment rented to me by Ski Sundown, Inc. (the "Equipment") and accept full responsibility for its care while it is in my possession. I will be responsible for the replacement, at full retail value, of any Equipment which is not returned, and I will be responsible for the costs of repairing any damage to the Equipment, other than normal wear and tear.

**SKI EQUIPMENT:** I understand that the ski-boot bindings system which I have rented will not release at all times nor under all circumstances, nor is it possible to predict every situation in which it will release. I understand that the ski-boot bindings system is, therefore, no guarantee of my safety. I have accurately represented to Ski Sundown, Inc. my height, weight, age, and skiing ability, recognizing that some or all of these factors may affect the settings of the ski-boot bindings system.

**SNOWBOARD EQUIPMENT:** I understand that the snowboard bindings system, which I have rented, is a non-release system. I understand that the snowboard bindings system is no guarantee of my safety.

I hereby agree to the fullest extent permitted by law, as follows:

- 1) **TO WAIVE ALL CLAIMS** that I have or may have against Ski Sundown, Inc. and all manufacturers and distributors of the Equipment, caused by the use of the Equipment and/or the inherent risks of the sport of skiing, as defined in Conn. Gen. Stat. § 29-211, *et seq.*;
- 2) **TO ASSUME ALL RISKS INHERENT IN SKIING;**
- 3) **TO RELEASE** Ski Sundown, Inc. and all manufacturers and distributors of the Equipment, from all liability for any loss, damage, injury, or expense I (or my next of kin) may suffer, caused by the use of the Equipment and/or the inherent risks of the sport of skiing.
- 4) **I FURTHER AGREE TO INDEMNIFY** and hold harmless Ski Sundown, Inc. and the manufacturers and distributors of the Equipment for any loss or damage including any that results from claims or lawsuits for personal injury, death, or property loss and damage arising from my use of the Equipment.

**Arbitration:** I hereby agree to submit all claims against the manufacturers or distributors of the rental Equipment used by me at Ski Sundown, Inc. to arbitration. I further agree to submit any other dispute with Ski Sundown, Inc., which arises from skiing at Ski Sundown, Inc. to arbitration, for the purpose of determining whether the alleged injury arises from a risk inherent in the sport of skiing. For any dispute submitted to arbitration pursuant to this agreement, there shall be a three-member arbitration panel, consisting of two party-appointed arbitrators (one arbitrator to be appointed by each party) and one neutral arbitrator (collectively, the "Panel"), to be chosen by the party-appointed arbitrators. In the event that the two party-appointed arbitrators are not able to agree on a third, neutral arbitrator, the neutral arbitrator shall be appointed by the United States District Court, for the District of Connecticut. Each party shall pay its own costs, including the costs associated with the party-appointed arbitrators, and the parties shall share equally the costs associated with the neutral arbitrator. The arbitration proceeding shall proceed in Hartford, Connecticut and shall be governed by the Federal Rules of Evidence. The Panel shall establish a reasonable and appropriate discovery schedule to expeditiously resolve this matter. With regard to disputes between me and Ski Sundown, Inc., **in the event that the Panel determines the alleged injury arises from a risk inherent in the sport of skiing, the claim shall be deemed barred, as a matter of law, and the Participant shall be barred from recovering any compensation from Ski Sundown, Inc..** In the event that the Panel determines the alleged injury did not arise from a risk inherent in the sport of skiing, the Participant shall proceed to the Superior Court of Connecticut, or if appropriate, the United States District Court, for the District of Connecticut, for a trial *de novo*.

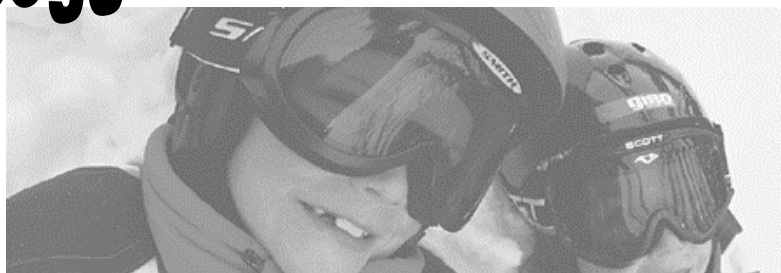
I understand that I will be asked to sign an Equipment Rental and Release from Liability, Waiver of Claims, Arbitration Agreement each time I rent equipment for the program in which I am enrolling. I have read and understand the terms of this Equipment Rental and Release from Liability, Waiver of Claims, Arbitration Agreement.

Further, if I am signing for my child under 18 years of age, I have brought the matters raised in this application to the attention of my child and explained that he or she will have to sign an Equipment Rental and Release from Liability, Waiver of Claims, Arbitration Agreement each time equipment is rented for the program in which my child is enrolling.

Date \_\_\_\_\_ X \_\_\_\_\_ X \_\_\_\_\_  
Signature of Renter Signature of parent/guardian  
If renter is under the Age of 18

# Special Helmet & Goggle Offer!

plus **NEW Combo Lock**



**Ski Sundown** has teamed up with **GIRO Helmets** and **SMITH Goggles** to offer kids participating in our Programs an economical deal on **Giro's Recruit Helmet** and **Smith's Basic Goggle**. We are also adding a **NEW Combo Cable Lock**.

**THE HELMET (\$49.99):** The helmet offered is the **Recruit™** model in Black. For sizing information, please refer to "How to Size and Fit Your Giro Helmet" on reverse side.

Please note: Ski Sundown does not mandate that skiers and riders wear a helmet while in our ski or snowboard school. We recommend personal choice. In addition to comfort and warmth, helmets provide added protection against head injury (ASTM F2040 Safety Standard). It is important to remember the risk of injury can never be excluded completely. Ski Sundown and Giro encourage all skiers and riders to follow "Your Responsibility Code." Guests assume inherent risks and liabilities as outlined on lift tickets, program badges or season passes purchased at Ski Sundown. For more information on the use of helmets please visit National Ski Areas Association Lids on Kids Website at [www.lidsonkids.org](http://www.lidsonkids.org).

**THE GOGGLE (\$18.00):** The goggle offered is the **Basic** model with **Black** frame and amber tint single lens (helmet compatible). Please note that it is not a "Junior" sized frame.

**THE LOCK (\$8.00):** The lock comes with a combination that you can set yourself.

To take advantage of this special one time offer, fill out the Order Form on the reverse side and return it to:

**Ski Sundown, Attn: Helmet/Goggle/Lock Program, P.O. Box 208, New Hartford, CT 06057.**

- **Payment must accompany your order and be received by NOVEMBER 19, 2007.**
- **Orders will be delivered to Ski Sundown.**
- **Pick up date is SATURDAY, DECEMBER 8, 2007 between 9AM and 4PM**
- **Questions? Call 860-379-7669, Ext. 254 or 251**

To determine your correct size, wrap a measuring tape around your head, just above the eyebrows. The tape should be placed comfortably around your head and not too snug. Giro helmets are sized in centimeters, however, if you have your head size measurement in inches, see our size chart below, to get the correct Giro size. Make sure you measure the largest part of your head. If you fall between two sizes, you should select the larger size.

<u>GIRO SIZE</u>	<u>CM</u>	<u>IN</u>
XS	52-53.5	20.5-21
SM	53.5-55.5	21-21.75
MED	55.5-57	21.75-22.5
LG	57-59	22.5-23.25

**New Hartford, CT 06057**

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